

CONTRACT AMENDMENT NO. 2

Original Contract Number 14-62450

1. PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the "Contract") is entered into by and between Public Knowledge, LLC, 1911 S.W. Campus Drive # 457, Federal Way, WA, 98023, (hereinafter called "Contractor"), and the STATE OF COLORADO, acting by and through the Department of Health Care Policy and Financing, 1570 Grant Street, Denver, Colorado 80203 (hereinafter called "Department" or "State").

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The Department shall not be liable to pay or reimburse Contractor for any performance hereunder, including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. FACTUAL RECITALS

The Parties entered into the Contract to provide Independent Verification and Validation (IV&V) Services for the Medicaid Management Information System (MMIS) Design, Development and Implementation. The purpose of this Amendment is to update the Statement of Work to include new requirements from the Medicaid Enterprise Certification Toolkit version 2.1.1. (MECT v2.1.1) or any subsequent update published by the Centers for Medicare and Medicaid Services (CMS) throughout the duration of the contract and to extend the contract through June 30, 2018.

4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

A. Section 5, Term, Subsection A, Initial Term, is hereby deleted in its entirety and replaced with the following:

A. Initial Term

The Parties' respective performances under this Contract shall commence on the Effective Date. This Contract shall expire on June 30, 2018, unless sooner terminated or further extended as specified elsewhere herein.

B. Section 7, Payments to Contractor, Subsection A, Maximum Amount, is hereby deleted in its entirety and replaced with the following:

The State shall, in accordance with the provisions of this of this §7 and Exhibit A, Statement of Work, pay Contractor in the amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable under this Contract to Contractor by the Department is shown in the following table, as determined by the Department from available funds. Payments to Contractor are limited to the unpaid obligated balance of the Contract at the rates set forth in **Exhibit B-2**. The maximum amount payable by the Department to Contractor is:

Initial Term	
State Fiscal Year 2013-14	\$725,500.00
Option Years	
State Fiscal Year 2014-15	\$1,042,500.00
State Fiscal Year 2015-16	\$990,000.00
State Fiscal Year 2016-17	\$1,014,000.00
State Fiscal Year 2017-18 July and August	\$165,000.00
State Fiscal Year 2017-18	\$1,168,080.00
Total for All State Fiscal Years	\$5,105,080.00

C. Exhibit A, Section 2.0, Contractor's General Requirements, Section 2.1.7.1.2., is hereby deleted in its entirety and replaced with the following:

2.1.7.1.2. The Contractor's estimated percent full time equivalent that each position will be dedicated to this Project over the entire project schedule is shown in the table below. The actual number of staff at any given time will fluctuate by project phase and activity.

IV&V PROJECT TITLES AND PERCENT FTE FOR SFY 2017-18		
Quantity of Individuals	Title	Percent of FTE
1	Engagement Partner	10%
1	Project Lead (Contract Key Personnel)	75%
1	Deputy Project Lead	75%

IV&V PROJECT TITLES AND PERCENT FTE FOR SFY 2017-18		
Quantity of Individuals	Title	Percent of FTE
1	IV&V Consultant	10%
1	IV&V Consultant	25%
1	IV&V Consultant	50%
1	IV&V Consultant/Project Controller	75%
1	IV&V Consultant/Technical Analyst	25%
1	IV&V Consultant/Medicaid SME	10%

D. Exhibit A, Section 2.0, Contractor's General Requirements, Sections 2.1.7.4.1. through 2.1.7.4.1.1.6, is hereby deleted in its entirety and replaced with the following:

2.1.7.4.1. Project Lead

2.1.7.4.1.1. The Project Lead shall:

2.1.7.4.1.1.1. Oversee all phases of the project in accordance with work plans or timelines or as determined between the Contractor and the Department.

2.1.7.4.1.1.2. Serve as Contractor's primary point of contact for the Department.

2.1.7.4.1.1.3. Be responsible for completion and/or submission of all tasks and deliverables in the Contract.

2.1.7.4.1.1.4. Be present at all scheduled status meetings between the Department and each COMMIT Project contractor, as requested by the Department.

2.1.7.4.1.1.5. Be present at all other meetings between the Department and each COMMIT Project contractor, as requested by the Department.

2.1.7.4.1.1.6. Shall be dedicated as a 75% FTE to this Contract.

E. Exhibit A, Statement of Work, Section 3.0, Independent Verification and Validation Services, Subsection 3.1.11 MMIS Certification Final Review IV&V Activities and IV&V CMS MECT Progress Report for the Final Certification Milestone Review, is hereby added as follows:

3.1.11. MMIS Certification Final Review IV&V Activities and IV&V CMS MECT Progress Report for the Final Certification Milestone Review

- 3.1.11.1. Contractor shall complete IV&V activities related to the CMS Final Certification Milestone Review. Upon direction from the Department, the Contractor shall complete any or all of the following:
 - 3.1.11.1.1. Attend Certification Team Lead Meetings, Working Sessions, and Joint Collaboration Sessions to observe progress of COMMIT Project Teams.
 - 3.1.11.1.2. If feedback or comments are received by CMS, revise the Operational Milestone Review (OMR) Progress Report based on CMS' feedback or comments. This excludes re-review of the OMR MECT MITA Checklists.
 - 3.1.11.1.2.1. DELIVERABLE: IV&V CMS Progress Report
 - 3.1.11.1.2.2. DUE: Four (4) Business Days following Contractor's receipt of feedback or comments or within a timeframe to meet any stated due dates provided by CMS.
 - 3.1.11.1.3. Create and keep updated an integrated (comprehensive) Work Breakdown Schedule (WBS) in coordination with the Department's project management office and COMMIT contractors, detailing activities and scheduled time frames.
 - 3.1.11.1.3.1. DELIVERABLE: COMMIT CMS Certification Integrated WBS
 - 3.1.11.1.3.2. DUE: Initial WBS due no later than ten (10) Business Days after execution of the IV&V Contract Amendment. Updates are due weekly.
 - 3.1.11.1.4. Develop and maintain IV&V CMS Certification dashboard metrics using Contractor's reporting protocols.
 - 3.1.11.1.4.1. DELIVERABLE: IV&V CMS Certification Metrics and Status Report.
 - 3.1.11.1.4.2. DUE: Status Report Delivered Twice a Month, 24 hours prior to meeting with the Department. Certification Metrics are updated every Sunday and available for Department download every Monday.
 - 3.1.11.1.5. Complete tasks related to the fifteen (15) MECT MITA Business Area Module Checklists to be created and submitted by each COMMIT contractor. The tasks include, but may not be limited to, the following:
 - 3.1.11.1.5.1. Monitor each COMMIT contractor's progress toward completion of the fifteen (15) MECT MITA Business Area Module Checklists.
 - 3.1.11.1.5.2. Conduct IV&V review of the fifteen (15) MECT MITA Business Area Module Checklists comprising data from the three (3) COMMIT Project contractors.
 - 3.1.11.1.5.3. Conduct interviews with COMMIT contractors and/or Department stakeholders, as necessary for obtaining additional information or to address Contractor's questions pertaining to the fifteen (15) MECT MITA

Business Area Module Checklists and MMIS IV&V Progress Report completion. Contractor shall work with the Department to coordinate and schedule interviews with COMMIT contractors and/or Department stakeholders.

- 3.1.11.1.5.4. Review of all CMS Final Certification Milestone Review Required Artifacts and Evidence provided by the COMMIT contractors and the Department.
- 3.1.11.1.5.5. Provide an analysis report to the Department that identifies gaps or outstanding MECT Criteria that are not addressed and provides recommendations to address identified gaps.
 - 3.1.11.1.5.5.1. DELIVERABLE: Analysis report following the review of the fifteen (15) MECT MITA Business Area Module Checklists.
 - 3.1.11.1.5.5.2. DUE: No more than four (4) weeks following receipt of each checklist or set of checklists.
- 3.1.11.1.6. Complete a MMIS IV&V Progress Report for the CMS Final Certification Milestone Review as defined in the MECT v2.1.1 protocol (or any subsequent update published by CMS that Colorado will be required by CMS to meet) and utilizing the CMS MECT 2.1.1. report template (or any subsequent updated template published by CMS that Colorado will be required by CMS to meet). Prepare MECT MITA Business Area Module Checklist reviews for submittal to CMS.
 - 3.1.11.1.6.1. DELIVERABLE: MMIS IV&V Progress Report and MECT MITA Business Area Module Checklists submitted simultaneously to CMS and the Department.
 - 3.1.11.1.6.2. DUE: Within a timeframe to meet stated due dates provided by CMS. The Contractor estimates this effort to take four (4) weeks duration. The Contractor will meet with the Department to outline the scope of the report based on the CMS due date request.
- 3.1.11.1.7. After delivery of the MECT MITA Business Area Module Checklists and MMIS IV&V Progress Report to CMS in accordance with the MECT 2.1.1 protocol (or any subsequent update published by CMS that Colorado will be required by CMS to meet), review MMIS IV&V Progress Report findings with the Department.
 - 3.1.11.1.7.1. DELIVERABLE: Facilitate Review Meeting(s) for the MMIS IV&V Progress Report with the Department.
 - 3.1.11.1.7.2. DUE: At least thirty (30) calendar days prior to the CMS Final Certification Milestone Review.

- 3.1.11.1.8. Attend and participate in meetings with the Department, COMMIT contractors, MITRE, and CMS for CMS Final Certification Milestone Review and document meeting minutes from each meeting.
- 3.1.11.1.8.1. DELIVERABLE: Meeting Minutes Documentation.
- 3.1.11.1.8.2. DUE: No later than three (3) Business Days following each meeting.
- 3.1.11.1.9. Conduct follow-up activities, including incorporating revisions to the MMIS IV&V Progress Report and meeting documentation, as identified by the Department or CMS.
- 3.1.11.1.9.1 DELIVERABLE: Revised MMIS IV&V Progress Report.
- 3.1.11.1.9.2 DUE: Within four (4) weeks of Department or CMS request.

F. Exhibit A, Statement of Work, Section 3.0, Independent Verification and Validation Services, Subsection 3.1.12 Lessons Learned, is hereby added as follows:

- 3.1.12. Lessons Learned.
- 3.1.12.1. The Contractor shall work with the Department to schedule one (1) lessons learned session with Department stakeholders. The Contractor shall complete all of the following:
 - 3.1.12.1.1. Confirm a date and Department location for lessons learned session with the Department PMO.
 - 3.1.12.1.2. Confirm Department stakeholder attendees with the Department PMO.
 - 3.1.12.1.3. Prepare a lessons learned agenda and topics.
 - 3.1.12.1.3.1 DELIVERABLE: Lessons Learned Agenda.
 - 3.1.12.1.3.2 DUE: No later than seven (7) Business Days prior to the lessons learned meeting.
- 3.1.12.2. The Contractor shall facilitate one (1) lessons learned session with Department stakeholders.
- 3.1.12.3. The Contractor shall document comments from the lessons learned session.
 - 3.1.12.3.1 DELIVERABLE: Lessons Learned Session Report.
 - 3.1.12.3.2 DUE: No later than 20 Business Days post CMS FCR.

G. Exhibit A, Statement of Work, Section 3.0, Independent Verification and Validation Services, Subsection 3.1.13 SFY 2017-18 Ongoing IV&V Activities for BIDM System DDI, is hereby added as follows:

- 3.1.13. SFY 2017-18 Ongoing IV&V Activities for BIDM System DDI.

- 3.1.13.1. The Contractor shall provide IV&V support during the continuing development of the BIDM System. The Contractor shall complete all of the following:
- 3.1.13.1.1. Attend BIDM Project Status Meetings.
 - 3.1.13.1.2. Attend BIDM Project Management Planning Meetings.
 - 3.1.13.1.3. Attend BIDM UAT Defect Resolution Meetings.
 - 3.1.13.1.4. Attend BIDM Huddle Meetings.
 - 3.1.13.1.5. Attend BIDM Risk and Issue Meetings.
 - 3.1.13.1.6. Attend BIDM Change Control Board Meetings.
 - 3.1.13.1.7. Attend BIDM Release Go/No Go Meetings.
 - 3.1.13.1.8. Attend ad hoc meetings as requested by the Department.
 - 3.1.13.1.9. Review and provide comment on all Meeting Minutes provided for meetings attended.
 - 3.1.13.1.10. Review and provide comment on all contract deliverables and artifacts created and provided by the Department's BIDM contractor.
 - 3.1.13.1.11. Provide recommendations based on industry best practices.
 - 3.1.13.1.12. Develop and maintain IV&V BIDM DDI metrics and provide to the Department upon request.
 - 3.1.13.1.13. Facilitate BIDM IV&V Oversight Meetings.
 - 3.1.13.1.13.1. DELIVERABLE: BIDM IV&V Oversight Meeting Agendas and Minutes.
 - 3.1.13.1.13.2. DUE: Meeting Agenda at least 24 hours prior to each meeting. Meeting Minutes no later than 48 hours following each meeting.
 - 3.1.13.1.14. Facilitate BIDM IV&V Touch Base Meetings with Leadership.
 - 3.1.13.1.14.1. DELIVERABLE: BIDM IV&V Touch Base with Leadership Meeting Agendas and Minutes.
 - 3.1.13.1.14.2. DUE: Meeting Agenda at least 24 hours prior to each meeting. Meeting Minutes no later than 48 hours following each meeting.
 - 3.1.13.1.15. Provide BIDM IV&V Monthly Briefing Report.
 - 3.1.13.1.15.1. DELIVERABLE: BIDM IV&V Monthly Briefing Report.
 - 3.1.13.1.15.2. DUE: No later than the 7th Business Day of each month.
 - 3.1.13.1.16. Conduct IV&V Monthly Briefing Meeting.

- 3.1.13.1.16.1. DELIVERABLE: BIDM IV&V Monthly Briefing.
- 3.1.13.1.16.2. DUE: Schedule to be Determined by the Department.

H. Exhibit A, Statement of Work, Section 3.0, Independent Verification and Validation Services, Subsection 3.1.14 Ongoing Project Support, is hereby added as follows:

3.1.14. Ongoing Project Support.

3.1.14.1. The Contractor shall provide project management support and conduct status meetings with the Department on COMMIT Project IV&V activities. Upon direction from the Department, the Contractor shall complete any or all of the following:

3.1.14.1.1. In coordination with the Department's PMO schedule IV&V status meetings twice a month with Department leadership to provide updates on integrated PMBOK-compliant WBS for CMS Final Certification tasks.

3.1.14.1.2. Develop an agenda for status meetings.

3.1.14.1.3. Create and deliver meeting minutes.

3.1.14.1.3.1. DELIVERABLE: Meeting Agendas and Meeting Minutes

3.1.14.1.3.2. DUE: Meeting Agendas at least 24 hours prior to each meeting. Meeting Minutes no later than 48 hours following each meeting.

3.1.14.1.4. Track action items.

3.1.14.1.5. Conduct IV&V project management activities; including internal communication to the IV&V team and external communication to the Department and COMMIT Project contractors and/or stakeholders.

3.1.14.1.6. Attend COMMIT Project contractor status meetings.

3.1.14.1.7. Continue to monitor interChange and PBMS release management around defect fixes, change requests, and enhancements.

3.1.14.1.8. Continue to monitor Go-Live metrics trending using Contractor's current reporting protocols.

I. Exhibit A, Statement of Work, Section 3.0, Independent Verification and Validation Services, Subsection 3.1.15 Quality Assurance and Readiness Support for the MMIS Final Certification Request, is hereby added as follows:

3.1.15. Quality Assurance and Readiness Support for the MMIS Final Certification Request.

3.1.15.1. The Contractor shall provide quality assurance and readiness support to determine Department compliance with the MECT MMIS Certification Request Letter Template that is current according to direction provided by CMS. Upon

direction from the Department, the Contractor shall complete any or all of the following:

- 3.1.15.1.1. Review MMIS requirements of 42 C.F.R. Section 433.117. Identify findings, risks, and IV&V recommendations.
- 3.1.15.1.2. Validate Explanation of Benefits (EOBs) are issued in accordance with Section 10 of P.L. 95-142, which amends section 1903(a)(3) of the Social Security Act. Provide findings, risks, and IV&V recommendations to Department leadership.
- 3.1.15.1.3. Review MMIS requirements for payment of services in accordance with 42 C.F.R. Part 447 and the approved State Medicaid Plan. Provide findings, risks, and IV&V recommendations to Department leadership.
- 3.1.15.1.4. Validate the MMIS has been assessed by the state, using the MECT Checklists, and is ready for CMS evaluation. Provide findings, risks, and IV&V recommendations to Department leadership.
- 3.1.15.1.5. Validate the Department routinely generates backups containing Medicaid Statistical Information System (MSIS) data. Provide findings, risks, and IV&V recommendations to Department leadership.
- 3.1.15.1.6. Validate the MMIS generates Transformed Medicaid Statistical Information System (T-MSIS) data. Provide findings, risks, and IV&V recommendations to Department leadership.
- 3.1.15.1.7. Validate the Department exercises privacy and security controls over the system in accordance with 45 C.F.R. Part 164, P.L. 104-191, HIPAA of 1996, and 1902(a)(7) of the Social Security Act as further interpreted in regulations at 42 C.F.R. Sections 431.300 to 307. Provide findings, risks, and IV&V recommendations to Department leadership.
- 3.1.15.8. Compile a Quality Assurance and Readiness Report that details findings, risks, and IV&V recommendations for Department leadership.
- 3.1.15.8.1. DELIVERABLE: Quality Assurance and Readiness Report.
- 3.1.15.8.2. DUE: No later than the 7th Business Day of each month.
- 3.1.15.9. Meet with Department leadership to discuss the Quality Assurance and Readiness Report.
- 3.1.15.9.1. DELIVERABLE: Monthly briefing with Department Leadership.
- 3.1.15.9.2. DUE: Schedule to be determined by the Department.

J. Exhibit B-1, Rates, is hereby deleted in its entirety and replaced with Exhibit B-2, Rates, attached hereto and incorporated by reference into the Contract. All references within the Contract to Exhibit B or Exhibit B-1, shall be deemed to reference Exhibit B-2.

7. START DATE

This Amendment shall take effect on its Effective Date.

8. ORDER OF PRECEDENCE

Except for the Special Provisions and the HIPAA Business Associate Addendum, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Contract or any amendment shall always control other provisions in the Contract or any amendments.

9. AVAILABLE FUNDS


Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available to the Department by the federal government, state government and/or grantor.

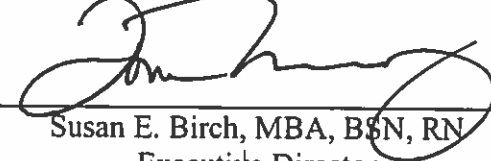
THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

CONTRACTOR:
Public Knowledge, LLC

STATE OF COLORADO:
John W. Hickenlooper, Governor

By: 
Signature of Authorized Officer

By: 
Susan E. Birch, MBA, BSN, RN
Executive Director
Department of Health Care Policy and
Financing

Date: 8-24-2017

Date: 8/29/17

Jim Plave
Printed Name of Authorized Officer

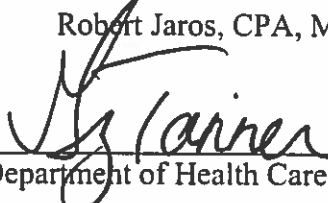
Member Partner
Printed Title of Authorized Officer

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER:

Robert Jaros, CPA, MBA, JD

By: 
Department of Health Care Policy and Financing

Date: 8/29/17

Exhibit B-2, Rates

Deliverables in Contract Year SFY 2013-14

	Quantity	Compensation Amount
IV&V Management Plan (§3.1.1.1.2.1)	1	\$24,500.00
Initial Risk Analysis and Mitigation Plan Review Report (§3.1.2.1.3.1)	1	\$16,500.00
Work Breakdown Structure (§3.1.4.1.1)	1	\$24,500.00
Each Monthly Management Briefing (§3.1.2.4.2.1) \$39,000.00 each.	Up to 8	\$312,000.00
Monthly Delivery of both the Monthly Management Briefing Report (§3.2.2.2.1) and the Staffing Report (§3.2.3.2.1) \$43,500.00 each month.	Up to 8	\$348,000.00
Total		\$725,500.00

Deliverables in Contract Year SFY 2014-15

	Quantity	Compensation Amount
Initial Performance Standard Planning Document (§3.1.2.1.1.1)	1	\$16,500.00
Updated Performance Standard Planning Document (§3.1.2.1.2.1) \$9,000.00 each	2	\$18,000.00
Updated Risk Analysis and Mitigation Plan Review Report (§3.1.2.1.3.3) \$9,000.00 each	2	\$18,000.00
Each Monthly Management Briefing (§3.1.2.4.2.1) \$39,000.00 each.	12	\$468,000.00
Monthly Delivery of both the Monthly Management Briefing Report (§3.2.2.2.1) and the Staffing Report (§3.2.3.2.1) \$43,500.00 each month.	12	\$522,000.00
Total		\$1,042,500.00

Deliverables in Contract Year SFY 2015-16

	Quantity	Compensation Amount
Monthly Management Briefing (§3.1.2.4.2.1) \$39,000.00 each.	12	\$468,000.00
Delivery of both the Monthly Management Briefing Report (§3.2.2.2.1) and the Staffing Report (§3.2.3.2.1) \$43,500.00 each month.	12	\$522,000.00
Total		\$990,000.00

Deliverables in Contract Year SFY 2016-17

	Quantity	Compensation Amount
Monthly Management Briefing (§3.1.2.4.2.1) \$39,000.00 each.	12	\$468,000.00
Delivery of both the Monthly Management Briefing Report (§3.2.2.2.1) and the Staffing Report (§3.2.3.2.1) \$43,500.00 each month.	12	\$522,000.00
Operational Milestone Review (§3.2.4.1.12) \$19,500.	1	\$19,500.00
Certification Progress Report for the Operational Milestone Review (§3.2.4.2.12) \$4,500.00	1	\$4,500.00
Total		\$1,014,000.00

Deliverables in Contract Year SFY 2017-18

	Amount	Quantity	Annual Compensation Amount
Monthly Management Briefing (§3.1.2.4.2.1)	\$39,000.00/month	12	\$468,000.00
Weekly or Monthly deliverables: <ol style="list-style-type: none"> 1. Monthly Management Briefing Report (§3.2.2.2.1) 2. Staffing Report (§3.2.3.2.1) 3. COMMIT CMS Certification Integrated WBS (§3.1.11.1.3.1.) 4. IV&V CMS Certification Metrics and Status Report (§3.1.11.1.4.1.) 5. SFY 2017-18 Ongoing IV&V Activities for BIDM System DDI (§3.1.13 – 3.1.13.1.16.2) 6. Ongoing Project Support (§3.1.14 – 3.1.14.1.8) 	\$43,500.00/month	12	\$522,000.00
Analysis Report of the fifteen (15) MECT MITA Business Area Module Checklists comprised of data from each of the three (3) COMMIT Project contractors (§3.1.11.1.5.5.1.)	Analysis Report	1	\$19,080.00
MECT MITA Business Area Module Checklists and MMIS IV&V Progress Report submitted to CMS (§3.1.11.1.6.1)	\$127,200.00	1	\$127,200.00
Lessons Learned Session (§3.1.12)	\$3,180.00	1	\$3,180.00

		Amount	Quantity	Annual Compensation Amount
		\$9,540.00/initial report \$1,590.00/ongoing monthly updates	10	\$23,850.00
		IV&V OMR Progress Report Revision	1	\$4,770.00
	Total			\$1,168,080.00